

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Diane W. Tomczyk		CHAPTER 13
	<u>Debtor</u>	
Toyota Lease Trust		
	<u>Movant</u>	
vs.		NO. 17-14967 ELF
Diane W. Tomczyk		
	<u>Debtor</u>	
William C. Miller Esq.		11 U.S.C. Section 362
	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearages referenced in the motion have been cured, and Debtor(s) is/are current on post-petition loan payments through February 14, 2018.
2. The lease for the Vehicle, 2015 LEXUS RX350, VIN:2T2BK1BA4FC314744, matures on April 14, 2018.
3. Debtor will make the final lease payment for the Vehicle on or before March 14, 2018.
4. Upon maturation of the lease, Debtor(s) will return the Vehicle to Movant.
5. In the event that the payment or the action under Section 2 or Section 3 above does not occur, the Movant shall notify Debtor(s) and Debtor(s) attorney of the default in writing and the Debtor(s) may cure said default within TEN (10) days of the date of said notice. If Debtor(s) should fail to cure the default within ten (10) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant immediate relief from the automatic stay, under which the stay provided by Bankruptcy Rule 4001(a)(3) is waived.
6. The stay provided by Bankruptcy Rule 4001(a)(3) is waived with respect to any Court Order approving of this stipulation and/or ordering relief per the terms agreed upon herein.
7. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

8. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

9. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage, loan, and applicable law.

10. The parties agree that a facsimile signature shall be considered an original signature.

Date: March 8, 2018

By: /s/ Rebecca A. Solarz, Esquire
Rebecca A. Solarz, Esquire
KML Law Group, P.C.

Date: March 13, 2018

Jeffrey C. McCullough
Jeffrey C. McCullough, Esquire
Attorney for Debtor

NO OBJECTION

Date: 3/28/2018

William C. Miller
William C. Miller
Chapter 13 Trustee

***without prejudice to any
trustee rights or remedies**

ORDER

Approved by the Court this 2nd day of April, 2018. However, the court retains discretion regarding entry of any further order.



**ERIC L. FRANK
U.S. BANKRUPTCY JUDGE**